

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between:

MANATRON, INC.  
Hereinafter the "Company"  
4625 West 86<sup>th</sup> Street, Suite 800  
Indianapolis, Indiana 46268

And  
GREENE COUNTY, INDIANA  
Hereinafter the "Customer"  
Greene County Courthouse  
Bloomfield, IN 47424

### GENERAL TERMS AND CONDITIONS

#### I. PAYMENT

Services for training shall be invoiced as provided. Support services which shall be invoiced monthly, in advance, commencing on the first of the month next following installation of the software.

Customer agrees to pay Company within thirty (30) days following advertisement of claims, and any approvals required by the State of Indiana pursuant to state law.

#### II. TAXES

Unless proof of exemption therefrom is provided, the Customer shall pay the Company all taxes (excluding taxes based on the Company's net income) together with penalties and interest related to prices, other charges, or services furnished under this Agreement, however designated, levied or based, whenever the Company must pay or collect the tax from the Customer according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be the Customer's sole obligation to challenge the applicability of any tax.

#### III. LIMITATION OF LIABILITY

During the term of this Agreement, Company shall maintain insurance coverage covering its operations as follows:

- A. Workers' compensation and Employers' Liability in amounts no less than the limits of liability required by law.
- B. Automobile Liability in an amount no less than \$1,000,000.

#### III. LIMITATION OF LIABILITY (cont.)

- C. Commercial General Liability on an occurrence basis in amounts no less than the following:

General Aggregate	\$2,000,000
Products	\$2,000,000
Personal/ and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$1,000,000
Medical Expenses	\$10,000

Upon request by Customer, Company shall provide Customer with Certificate(s) of Insurance. Company shall use its best efforts to provide Customer with at least 30 days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

## GENERAL TERMS AND CONDITIONS (cont.)

Company shall not be liable for any:

- A. Special, indirect, incidental, punitive, or consequential damages, including loss of profits arising from or in any way related to any breach of this Agreement or the operation or use of the hardware, software and/or related software products and services including, without limitation, damages arising from the loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment and claims against Customer by any third party, even if Company has been advised of the possibility of such damages; and
- B. Damages (regardless of their nature) for any delay or failure by Company to perform its obligations under this Agreement due to any cause beyond its reasonable control.

Notwithstanding any other provision of this Agreement, Company's liabilities under this Agreement whether under contract law, tort law or otherwise shall in no event exceed Company's insurance coverage. To the extent that a claim is not within Company's insurance coverage, and the Customer has a paid up support agreement, Company's liability shall in no event exceed the amount actually received by Company for the hardware, software and/or related software product or servicing giving rise to such claim.

Any action by the Customer on this Agreement or otherwise relating to services preformed under this Agreement must be brought within two (2) years after the cause of action occurs or within two (2) years after completion of the work, whichever is earlier.

### IV. DEFAULT

The Company may declare this Agreement in default (a "Default") if (i) the Company has not received any payments due hereunder within thirty (30) days after their due date, or (ii) the Customer fails to fulfill its obligations or violates any other term of this Agreement and fails to correct such violation within thirty (30) days after written notice from the Company, or (iii) the Customer violates the terms of any license or agreement for the software provided under this Agreement, or (iv) the Customer assigns its rights or property for the benefit of creditors or the Customer's assets or property are attached or seized pursuant to an execution of judgement or (v) a petition is filed by the Customer under Chapter 11 of the United States Bankruptcy Code or any successor or similar law. At any time after declaring a Default, the Company has the right to discontinue services. Company may pursue any alternative or additional and cumulative remedies provided by law and may assess against Customer all costs and attorney fees incurred in enforcing its rights herein, to the extent permitted by law.

Customer may declare this Agreement in default (a "Default") if (i) the Company fails to fulfill its obligations or violates any term of this agreement and fails to correct such violation within thirty (30) days after written notice from the Customer or (ii) the Customer assigns its rights or property for the benefit of creditors or the Customer's assets or property are attached or seized pursuant to an execution of judgment. In the event of a default by Company, Customer may pursue all legal and equitable remedies, and in addition, recover reasonable attorney fees incurred in the enforcement of the terms of this Agreement. To the extent that a claim is not within Company's insurance coverage, and the Customer has a paid up support agreement, Company's liability shall in no event exceed the amount actually received by Company for the hardware, software and/or related software product or servicing giving rise to such claim.

### V. TECHNOLOGY LIFE EXPECTANCY

Customer understands, acknowledges and agrees that the technology upon which computer equipment and software is based changes very rapidly. Company makes no representations that the equipment and/or software products identified on Schedules A and B of this Agreement will be functional for Customer indefinitely. Future resources may be necessary, which include, but are not limited to, additional disk storage and memory, as well as workstation/server and third-party software upgrades. Company believes that the products provided Customer hereunder will function in a satisfactory manner for a reasonable period of time as determined by industry standards; however, Company cannot guarantee that product upgrades will not be needed during the term of this Agreement.

## **GENERAL TERMS AND CONDITIONS (cont.)**

### **VI. REPRESENTATIONS AND WARRANTIES OF CUSTOMER**

The Customer represents and warrants to the Company that as of this date, and throughout the term of this Agreement the Customer is the entity indicated on the first page hereof. The Customer is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Customer in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of the Customer's governing body and hold the office indicated below their signatures, each of which are genuine. The Customer intends to use the software for the entire term of this Agreement and will take all necessary actions to include in its annual budget any funds required to fulfill its obligations for each fiscal year during such term.

### **VII. REPRESENTATIONS AND WARRANTIES OF COMPANY**

The Company represents and warrants to the Customer that as of this date, and throughout the term of this Agreement the Customer is the entity indicated on the first page hereof. The Customer is authorized to enter into and to carry out its obligations under this Agreement. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of the Company and hold the office indicated below their signatures, each of which are genuine.

### **VIII. AGREEMENT**

This Agreement, including the Schedules attached hereto and by this reference made an integral part hereof, constitute the complete and entire Agreement between the parties with respect to the subject matter hereof and supercedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

### **IX. GOVERNING LAW**

This Agreement will be interpreted under the laws of the Customer's state as of the effective date of this Agreement.

### **X. STATUTORY REQUIREMENTS**

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, will be as the law has been enacted and interpreted by the courts of the Customer's state as of the effective date of this Agreement.

### **XI. CONFLICT**

In case of conflict between the terms of this Agreement and terms of the attached schedule(s), the terms of the attached schedule(s) will control.

### **XII. SEVERABILITY**

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated.

### **XIII. AMENDMENT**

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a writing signed by both parties hereto.

### **XIV. TRAVEL EXPENSES**

All pricing contained in this Agreement is exclusive of travel related expenses. Customer agrees to reimburse Company for all reasonable travel related expenses incurred by Company in fulfilling its duties and obligations under this Agreement; provided, however that Company shall provide to Customer in advance of travel the per mileage charge and any other travel related expenses Company expects to incur.

## **GENERAL TERMS AND CONDITIONS (cont.)**

**XV. INDEPENDENT CONTRACTOR**

The relationship of the Company to the Customer will be that of an independent contractor, and no principal-agent or employer-employee relationship is created by this Agreement.

**XVI. WAIVER**

No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

## SUPPORT SERVICES

### I. DEFINITIONS

**"Designated Holiday"**

Means each of the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day.

**"Release"**

Means a software product providing minor error corrections, modifications or enhancements to a Program Product Version and which is generally offered and expressly designated by the Company in its sole discretion as a Release. K

**"Version"**

Means the original of or a successor to a specified Program Product and which is generally offered and expressly designated by the Company in its sole discretion as a Version.

**"Error or Defect"**

Means any failure of a Program Product to conform in all material respects to its functional specifications as published from time to time by Company. (

### II. SCOPE OF SERVICES

Company shall render to Customer the following services:

#### A. SOFTWARE

**Program Products**

Company shall provide support services for the Program Products identified on Schedule B-2 hereto. Such services shall include troubleshooting, technical analysis, problem diagnosis and procedural assistance. All such services shall be provided via telephone contact with Customer and/or remote dial-up access by Company into Customer's computer system.

Company shall be responsible for using all reasonable diligence to attempt to correct or cure any verifiable and reproducible Error or Defect in a Program Product by issuing corrected instructions, a restriction, a bypass or procedural workaround or a new Release. Company shall not be responsible for correcting any Error or Defect in any version of the Program Products other than the most recent Version/Release of the Program Product, provided that Company shall continue to support prior Releases for a reasonable period sufficient to allow Customer to implement the newest Version/Release. In the event Company does not resolve an Error or Defect after it has had a reasonable opportunity to do so, Customer's exclusive remedy shall be the refund of the amount paid as the license fee for the defective Program Product.

Company shall issue new Releases of the Program Products from time to time to its contracted support customers. Such Releases may include functionality enhancements, error corrections and modifications required by legislation and/or administrative rule. Depending upon the scope and magnitude of the new components of a given Release, Company may, in its sole discretion, charge Customer additional fees for such Release. In such event, Company may spread its fees for such a Release proportionally among the users of the Program Product. In no event will any such fees exceed Company's then current list price for that Program Product.

From time to time, Company may develop a completely new Version of a Program Product. Said Version would typically incorporate the use of new technologies as well as the addition of significant functional enhancements. For such new Versions, Customer must pay additional license fees, as determined by Company. In such event, Company shall continue to support the prior Version of the Program Product for a reasonable period.

## SUPPORT SERVICES (cont.)

### System Software

Company shall provide support services for only such system software products specifically identified as eligible for Company support on Schedule A hereto. Company may not provide support services for each of the system software products it provides Customer under this Agreement. For each system software product that is supported by Company, such support shall include trouble shooting, technical analysis, program diagnosis and procedural assistance. All such services shall be provided via telephone contact with Customer and/or remote dial-up access by Company into Customer's computer system. For almost all system software products provided by Company, Customer must pay additional fees for new releases and new versions. For certain select system software products, Company does offer a comprehensive support services plan, which includes new releases/versions at no additional cost. Any products covered under this plan must be specifically identified as such on Schedule A hereto.

### C. GENERAL

Company shall maintain a toll-free telephone support line for Customer to report problems associated with the covered products listed on Schedules A and/or B. Telephone support is not intended to serve as a training facility.

Service coverage is 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding Designated Holidays.

The Company shall activate an escalation plan to involve the necessary technical resources should some extraordinary circumstance cause repair or problem resolution to extend beyond a reasonable time.

In certain situations associated with the repair or correction of a reported problem, additional effort may be necessary to return the system, as a whole, to normal operation, i.e., re-loading of system and/or application software, restoration of data files, etc. In such cases, it may be necessary to secure the onsite services of a Company technician. These services will be provided Customer at additional cost, billed at the Company's then current daily rate, plus travel related expenses.

Should the Customer from time to time require and request other services offered by the Company but not covered under this Agreement, the Company will provide such services at its then current time, materials and travel rates.

The Company reserves the right to request that Customer upgrade its equipment, systems software and/or Program Products to a subsequent or new release, version or model on Company request. Customer acknowledges, understands and agrees that in the event that Customer refuses to upgrade, Customer may preclude Company from performing its duties and obligations hereunder. In such event, and notwithstanding any other provisions of this Agreement, Company reserves the right to discontinue support services.

Company shall have no responsibility or liability with respect to any problems associated in any way with Customer's installation and/or use of any equipment, system or application software purchased by Customer from another vendor. Customer acknowledges that its use of such products may adversely effect the operation of those products supplied by Company. In such event, Company will, at Customer's request, provide its best efforts to identify and, if practical, to resolve the problem. If the problem is ultimately determined by Company to be caused by or attributable to another vendor's product, Customer shall pay Company additional fees calculated at Company's then current time, material and travel rates.

## **SUPPORT SERVICES (cont.)**

### **D. TRAINING**

The Company shall provide training to Customer's employees as necessary to learn the operations of the various Program Products and system software applicable to the particular offices of Customer. Customer will pay compensation to Company for such training at the rate of Six Hundred Dollars (\$600.00) per day, pro-rated by One-half (1/2) day increments. Company estimates the training time as set forth on Schedule A-2.

### **III. TERM OF SUPPORT AGREEMENT**

Support services shall commence on the first of the month next following installation and shall continue for an initial period of twelve (12) months.

### **IV. COMPENSATION**

In consideration of the performance of such services as set forth in this Agreement, the Company will receive fees in the amounts set forth in Schedule A and/or Schedule B from the Customer.

### **VI. CUSTOMER RESPONSIBILITIES**

Customer shall provide the Company with access to Customer's facilities and use of the Customer's office space, office equipment, computers and other equipment or records that may be required to perform the tasks described herein, including access after normal working hours and on weekends. The Customer shall provide the necessary personnel to maintain security of the facility, as deemed appropriate by the Customer.

Customer shall maintain site conditions within the common environmental range requirements of all system and media devices as specified by the Company.

Customer shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files. Company will advise Customer of the proper procedures regarding same.

Customer shall provide and bear the costs of Company specified modem sets. Further, Customer shall procure and maintain, at its own cost and expense, a dedicated, voice-grade phone line (no operator interface) to facilitate remote support services. This phone line shall be installed within 20 feet of the workstation to be used for remote diagnostic support and must be installed prior to equipment/software installation.

### **VII. COMPANY RESPONSIBILITIES**

The Company shall maintain a trained staff capable of rendering the services set forth herein and will perform its services under this Agreement in a professional manner, consistent with standard industry practices.

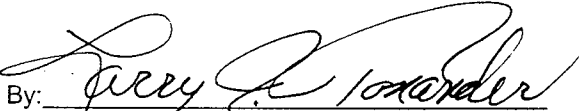
The Company will safeguard any materials, equipment and information provided by the Customer during the term of this Agreement in a manner prescribed by the Customer. In lieu of specific guidance from the Customer, the Company will use reasonable care to prevent unauthorized disclosure of Customer information.

### **VIII. SUBCONTRACTS**


The Company reserves the right to subcontract work, as it deems necessary, to perform the services under this Agreement.

DATED this 1<sup>st</sup> day of July, 2002.

MANATRON, INC.

By:   
Larry J. Tonander, Manager Project Office

GREENE COUNTY, INDIANA, by and through  
its BOARD OF COMMISSIONERS

By:   
Tom Britton, President

Attest:

  
Sue McDonald, Auditor



## SCHEDULE A-2

### Training at Customer Site

Description	No. of Days at \$600.00 per day	Total Price
MVP Tax Includes Modules: - Billing Collections - Property Maintenance - Cashiering - Distribution with Settlement - Delinquency	20	\$12,000
CAMA Appraisal/Assessing	10	\$6,000
Fundware Training and Set Up	19	\$11,400
OW Treasurer Fund Accounting	5	\$3,000
<b>Total Estimated Cost of Training</b>	<b>54</b>	<b>\$32,400.00</b>

Company shall provide training to Customer for the application software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner. All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions. Up to six hours of training are included in one "full day" of training. Customer acknowledges the importance of receiving the training provided herein and shall use its best efforts to ensure that said training is fully completed. In any event, Company's obligation to provide said training shall terminate twenty-four (24) months from the date of this Agreement. Manatron recommends one (1) person per PC/terminal, not to exceed 8 per trainer. Customer is responsible for all travel-related expenses associated with consultation/training. Travel-related expenses are not to exceed the current rate of \$.36/per mile, and food and lodging of \$100.00/per day as required.

### Miscellaneous Services

Description	Total Price
Pre-Installation/Configuration	\$5,600
Project Management	\$5,000
<b>Total Estimated Cost of Training</b>	<b>\$10,600.00</b>

## SCHEDULE B-2

### SUMMARY OF COMPENSATION

Description	ANNUAL FEE
APPLICATION SOFTWARE SUPPORT FEE	\$31,800.00
THIRD PARTY SOFTWARE SUPPORT FEE	\$8,820.00
SYSTEM SOFTWARE SUPPORT FEE	\$9,726.00
<b>TOTAL ANNUAL SUPPORT FEES</b>	<b>\$50,346.00</b>

Description	ONE TIME FEES
TRAINING – Billed as Used (\$600 per day, estimated 54 days)	\$32,400.00
PROFESSIONAL SERVICES	\$10,600.00
<b>TOTAL ONE TIME FEES</b>	<b>\$43,000.00</b>